INTRODUCTION

Nonprofits and community organizations often collaborate with other organizations to accomplish a common goal. We know that we are more powerful together than we are individually. In our communities, we gather and organize to achieve great things together, but we also know that collaboration can be complex.

We put together this **Community Collaboration Agreement Toolkit** to help you navigate the ins and outs of creating a written document that captures the spirit and details of your collaborative work together. It is important to have a written agreement, especially when there is money involved, to be sure that everyone is on the same page and so that you don't have to rely on different people's memories of what was agreed to.

Often these community collaboration agreements are called **“Memorandums of Understanding” or “MOUs.”** For our purposes we are calling them **“Community Collaboration Agreements.”** These Community Collaboration Agreements are legal contracts.

**DISCLAIMER:** This Community Collaboration Agreement Toolkit is for educational purposes only. This is not meant to be comprehensive, and in no way will this content be considered legal or any other form of professional advice or counsel. For legal or professional advice, please contact the relevant professional for your needs licensed in your jurisdiction.

HOW TO USE THIS TOOLKIT

The Community Collaboration Agreement Toolkit has four components:

1. **This Introduction to the Community Collaboration Agreement Toolkit** — acquainting you with this Toolkit, with instructions on how to use it.

2. **Community Collaboration Agreement Checklist** — which provides easy-to-understand explanations of each of the components of a Community Collaboration Agreement, including definitions of legal terms used in the Agreement, explanations of each of the components in plain language, and “things to consider” for each of the components, including non-legal considerations.

3. **Community Collaboration Agreement Template** — a template agreement that is also known as an “MOU” or “Contract.” This Template is a form that you can use as a guide to creating the written agreement for your collaboration. It has relevant information for most community collaborations. You will have to fill in the blanks and add or take out some provisions to customize it for your particular collaboration.

4. **Community Collaboration Toolkit video** — a short (12 minute) video that provides highlights of the written materials and additional insight on community collaborations from equity consultant Sarah Tran and Byrd Barr Place Chief Executive Officer Andrea Caupain Sanderson.
COMMUNITY COLLABORATION
LEGAL AGREEMENT CHECKLIST

This Checklist is a tool created for nonprofit organizations to use when they are coming together to collaborate on a project for the benefit of the community. This tool is designed to provide easy-to-understand information about common terms or sections of a typical legal agreement that can be used to capture the roles and responsibilities of community organization collaborations. Often these community collaboration agreements are called “Memorandums of Understanding” or “MOUs”. For our purposes we are calling them “Community Collaboration Agreements.” These Community Collaboration Agreements are legal contracts.

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STEPS TO CREATING A COMMUNITY COLLABORATION AGREEMENT:

✅ **STEP 1: Purpose and Participants.**
- Have a written statement of what the collaboration hopes to achieve, list the products or outcomes of the collaboration, and the projected timeframe of the collaboration.
- Name all the organizations who will be signing the collaboration agreement. These are the participants that will have roles, responsibilities, and may have a financial stake in the collaboration.
- Identify whom from participating organizations are authorized to sign contracts.

✅ **STEP 2: Roles and Responsibilities.**
Identify roles and responsibilities of each of the participating organizations who will be signing the collaboration agreement.

✅ **STEP 3: Clarify how money is spent and distributed.**
Discuss and clarify how the money is going to be used and what amounts will be distributed to whom. Prepare a written budget for the project.

✅ **STEP 4: Develop an agreed-upon decision-making process for the group.**
Discuss and determine how decisions will be made amongst participating organizations (i.e. consensus (all agree), majority voting, decision by authority, small group decision (ex. experts on that issue area). The approach(es) may also vary depending on the type(s) of decisions, number of participants, impact of community voice, balance between efficiency and consensus decision making, etc.

✅ **STEP 5: Include Key Values and discuss how to navigate conflict.**
Invest enough time and other resources as needed to determine core areas of alignment for your collaboration - including key values and how your collaboration will navigate conflict.

The following questions about values may be helpful to discuss together:
- What are the key values that we need to share to achieve our common goal?
- How will we practice or operationalize these values in our work and the way we collaborate as partners?”

Checklist continued on next page ➔
Conflict is natural and will occur in every relationship - including community collaborations. Conflict is often viewed as negative and destructive, but it can be a generative opportunity to more deeply understand one another, to strengthen relationships, and to work together to identify creative new solutions that might not have been considered before. However, generative conflict is only possible through proactive, open, and honest communication about conflict before it actually arises. This includes conversations, skill-building, and forming group agreements around issues such as:

- What experiences, norms, and values does each participating member hold around conflict?
- What is your default response to conflict? Increasing self-awareness of our default responses, as well as learning about each other’s responses, can help to defuse tension and miscommunication and helps us choose our response.
- What does your collaborative need to have alignment around in order to achieve its purpose and what does it not need to have alignment on? In other words, which areas can individual partners operate differently from one another without harming the purpose and work of the collaboration?
- What approaches or practices would your collaborative like to turn to when conflict arises? Are there cultural or identified practices for the collaboration like restorative justice circles or designated trusted advisors in the community that the group wants to consult?

**STEP 6: Customize and Draft.**

Go through each of the sections of the Community Collaboration Agreement Template and this Checklist and customize the Community Collaboration Agreement Template to your collaboration project.

**STEP 7: Review and Understand.**

Every partner should review the Community Collaboration Agreement and understand each of the sections before signing it.

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Please recognize:

- This checklist is simply a guide; it does not contain or should not be relied upon as legal advice.
- Laws and rules can change, and this checklist may become out-of-date.
- This checklist is intended to assist you in providing you explanations of common terms in Community Collaboration Agreements and help you to identify potential legal questions and problems. If you have a potential problem which you are unsure how to resolve or have questions on matters not covered in this checklist or that are specific to your situation, we recommend that you consult an attorney. Communities Rise may be able to help you with finding an attorney. If your organization needs an attorney, please contact Communities Rise at contact@communities-rise.org or 206-324-5850 to see if your organization is eligible for free legal services.
THE KEY TO OUR CHECKLIST

For each section of the Community Collaboration Agreement Template we may have:

**Definition**
This visually denotes the definition of key terms. To the extent legal terms are used, we have provided definitions of such terms.

**Explanation**
This visually denotes an explanation of the section.

**Things to Consider.**
This visually denotes that there is a checklist of things to consider and do in connection with your review and negotiation of the Community Collaboration Agreement.

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1. INTRODUCTORY PARAGRAPH

Definitions:

a. **Parties or Party:** The Parties or a Party are the organizations that are participating in the collaboration and signing the agreement. By signing the agreement they are binding themselves to the terms of the agreement. In other words, they are obligated to the terms of the agreement.

Explanation of Section:

The Introductory paragraph has two purposes: Stating the name of the parties to the agreement and setting the effective date.

a. **Names of the Parties:** The names should be the full legal name of the organization and an abbreviated version of the name should be defined. This allows for reference to the party in other parts of the agreement to be made with a clearly defined abbreviation. The legal name should be consistent with the names used on tax documents like the IRS Form W-9.

b. The template includes a description after the name “A Washington Nonprofit Corporation” because it is likely that the parties will be a Washington nonprofit corporation. However, it is possible to have a partner be a different type of organization such as a limited liability corporation or an unincorporated organization.

c. **The Effective Date:** The effective date of the agreement is the date it is signed, and the date the agreement is in effect.

2. RECITALS - CONTEXT AND BACKGROUND

Explanation of Section:

The Recitals describe the background and context of the agreement. For legal purposes, there is nothing in the recitals section that the parties are agreeing to.

Things to Consider:

- The recitals should be used to describe why the parties are coming together and what the collaboration is trying to achieve together.
- The recitals should describe if any funds have already been raised and if there is intent to raise more funds.
- The disbursement and division of money is important to everyone and the intention of how money will be spent and divided up among parties is important to have clarity on. The recitals is a good place to describe the intention of what the money will be used for and how it will be divided among the parties.

3. AGREEMENT CLAUSE

Explanation of Section:

The Agreement provision is required in every contract and clearly states that the parties are agreeing to the terms of the agreement.
4. PURPOSE CLAUSE

Explanation of Section:
The Purpose clause can be repetitive of language in the recitals section. The difference is that the purpose clause is a statement that the parties to the agreement are agreeing to and the recitals are just describing context and background about the collaboration.

5. ROLES AND RESPONSIBILITIES

Explanation of Section:
The Roles and Responsibilities section is important but the details of the roles and responsibilities of all the parties are laid out in the Statement of Work exhibits. Please see the section below on “Exhibit A Statement of Work.” Each different type of category of roles should have its own paragraph in this section.

Things to Consider:
- Be explicit in articulating the responsibilities that all participating organizations are expected to participate in or contribute to (i.e. raising funds through grant writing or soliciting funders, preparing for and attending partnership meetings or events, etc), and the unique responsibilities that some organizations may hold that others do not.
- Consider how to equitably approach the distribution of work. Budget to support and compensate for that work, and consider non-monetary benefits that may be associated with certain roles such as access to funders, decision-makers, or policymakers.

6. FINANCIALS

Definitions:
- **Fiscal Sponsorship**: Fiscal sponsorship is a relationship between a “fiscal sponsor” and a “sponsored” organization or project that allows for a project or organization to have another nonprofit organization with 501(c)(3) tax exemption, to hold and manage the funds and finances of the sponsored organization or project. Fiscal sponsors typically charge a fiscal sponsorship fee for their services. Benefits to the sponsored organization of a fiscal sponsorship relationship include:
  - Being able to benefit from the sponsoring organization’s 501(c)(3) tax exemption status. This means that the sponsored organization can use the sponsoring organization’s 501(c)(3) tax-exempt status as its own, as long as the sponsoring organization retains discretion and control of the funds. This allows the sponsored organization to receive private foundation dollars and enables its donors to take a tax deduction for their donations.
  - Not having to do the accounting and financial reporting and management for their organization or project. The fiscal sponsor typically manages all the funding and finances, including paying employees, taxes, licensing and filing of all tax returns and other financial compliance reports and documents.
Explanation of Section:

Typically, community collaborations identify a fiscal sponsor to manage the money involved in the project. This section will generally refer to the Fiscal Sponsor Statement of Work that will lay out the details of the financial and any administrative responsibilities of the Fiscal Sponsor.

This section will also refer to the Budget exhibit, which will have the details of the budget.

Things to Consider:

- If the money is going to be used mostly for one particular task or will go to the parties for their time, those types of general descriptions can be described in this section, with the details laid out in the budget.
  
  For Example: “The Total Raised Funds will be used to (a) pay for outreach to community organizations; (b) pay each Party for performing their roles and responsibilities under the Agreement and (c) for overhead and related administrative costs under the Agreement.”

- It is important to clearly delineate the different tasks and responsibilities of the Fiscal Sponsor related to financial and administrative responsibilities. This is also separate from the daily work of coordinating the collaboration. If a specific type of coordination is expected of the Fiscal Sponsor, it is important to articulate that and consider how to equitably compensate for that additional responsibility. The parties may also include a separate Exhibit for the Statement of Work of the Fiscal Sponsor.

7. TERM AND TERMINATION

Explanation of Section:

The Term and Termination provision describes how the parties can leave the collaboration and get out of the agreement. The Term and Termination provision should clearly state what happens to the money that the leaving party was supposed to receive or has received and who will now be responsible for the leaving party’s responsibilities.

Things to Consider:

- Determine how much notice the group needs if someone is going to leave the collaboration. Are there considerations around timing or things that would need to get done if any particular party left the group?
  
  - What happens to the money if one or more parties leave?
    
    - Do they get to keep the money they have already received?
    
    - If they have to give it back, how much do they have to give back?
    
    - What happens to the money that was allocated to the party that is leaving the group?

- What happens to the roles and responsibilities of the leaving party? Does the party’s leaving the collaboration impact the collaboration’s activities or goals?

- What if one party is not living up to their responsibilities and the others want that party to leave? Can the rest of
the group force that party to leave, if so, what are the voting requirements to do so?

- What happens when the term expires? Will the parties want to renew the agreement? Note that this template says the agreement does not automatically renew, and the parties would need to sign a new agreement when the term expires.

- There are alternatives to legal remedies under the court of law - each with their own potential benefits and limitations. Consider discussing what would be the best fit for your collaboration should the need arise:
  - The parties may consider adding a mediation and/or arbitration provision that requires mediation or arbitration in the case of a breach of this agreement or other conflict. See “Dispute Resolution” on page 13 for more information about mediation and arbitration.
  - The parties may also agree to their own process of resolving conflict that is used or is more aligned with their own community(ies) practices and values before moving forward with legal remedies affordable under the law.

8. LIMITATION OF LIABILITY

**Definitions:**

- **Liability:** Liability means being accountable or responsible for certain costs. For purposes of the Collaboration Agreement, the limitation of liability provision should clearly describe what happens and who will pay for expenses/costs that are created when something goes wrong.

**Explanation of Section:**

In general, Limitation of Liability provisions are intended to limit the liability of the parties, if something goes wrong. When something goes wrong and the contract activities don’t happen as planned, without an agreement otherwise, the parties to an agreement could hold each other accountable by suiting each other in court for those costs that arose out of what went wrong. In the case of community collaborations, generally speaking, most community partners would agree to not sue each other or hold the other party liable for costs that might come up due to the events under the agreement. We’ve put in a provision that says the parties will not have to pay each other for costs that arise under this agreement. However, if one party is responsible for a significant portion of the activities, the other parties may want to limit their own liability around the activities they do not have control over.

**Things to Consider:**

- The group may want to consider agreeing to each of the parties having a general liability insurance policy, which is discussed in the Insurance section, to plan for unexpected costs that might come out of events happening at any location of the collaboration activities. See “Insurance” section below.

- Are there certain parties who have more control or responsibility than others, and should they hold the responsibility for their activities?
9. INTELLECTUAL PROPERTY

Definitions:

- **Intellectual Property**: Intellectual Property is any product created by human intellect that is not made of physical materials. Examples include trademarks, copyrights of written works, patents and trade secrets. The most common types of intellectual property for community collaborations include research results, reports, logo or names of projects, collaborations or organizations.

Explanation of Section:

In the Intellectual Property section of the agreement, the group will agree to who owns the intellectual property created out of the collaboration, and who and how the intellectual property can be used in the future.

Things to Consider:

- **Equity**.
  1. What is the equitable agreement of who owns the intellectual property?
  2. Who actually contributed to the creation of the intellectual property?
  3. Who was intended to benefit from the creation of the intellectual property?
  4. Can anyone benefit financially from the intellectual property? If so, who should be able to benefit financially? Should there be limits on who benefits?

5. Do we want as many people as possible to benefit from the use of the intellectual property?

- If the collaboration is time limited, meaning it will disband after a certain period of time, is there an entity that will hold the ownership of the intellectual property beyond the term of the Collaboration Agreement? There may not be, which may lead the group to say that they all own the intellectual property and all have the ability to use it beyond the collaboration.

10. INSURANCE

Explanation of Section:

The Insurance provision describes what the group decides about needing insurance. The first thing to determine is if there is risk that someone could get hurt or that property could be damaged. If there is a risk, then the group needs to decide whether they want to get insurance to protect themselves from the potential cost of physical injury or property damage.

Things to Consider:

- Will there be in-person events and will food be served? Someone could slip and fall or get food poisoning at an in-person event. General liability insurance would protect against costs that would come out of that type of situation.
- Are cars involved in the collaboration activities? For
example, will there be transportation provided to children or seniors, or will delivery of food or other items be involved? If so, auto insurance would protect against costs that arise out of an auto accident.

- If there are meetings where people transport themselves and the goal is to come up with a report or enact policy change, the risk for physical or property damage may be low and you may determine that you don’t need insurance.

11. CONFIDENTIALITY

**Explanation of Section:**

The Confidentiality provision describes what the group wants to keep confidential. In our template, we included language that says that conversations between and among the parties of the collaborative, in person or by email should be kept confidential. That allows parties to feel safe to participate fully without worrying if what they say will be repeated outside the collaborative.

**Things to Consider:**

- If the collaboration involves providing client services, particularly around health care, educational outcomes or legal services, there should be language that refers to keeping client information confidential.
- If the collaboration will be hiring employees, consider language about keeping employee information confidential.

12. PUBLICITY

**Explanation of Section:**

This Publicity provision describes how the group wants to handle publicity. In our template, we included a statement that no party can use the other party’s logo and name without consent to protect the rights of the individual parties.

**Things to Consider:**

- If the collaboration will not involve publicizing the accomplishments or work of the collaboration, your collaboration may not need a publicity provision.
- Is publicity a key part of the collaboration’s activities?
- Will there be a report generated and will the collaboration want to publicly release the report or results of their work?
- Consider how the participating organizations will approach crafting a message for publicity purposes and who will be the spokesperson(s). How will equity be considered in the benefits and drawbacks of being the person(s) in the spotlight or with access to those media and/or other relationships?

13. ASSIGNMENT

**Explanation of Section:**

The Assignment section states that the collaborating parties can’t decide to have someone else step in and take over
their role and responsibilities for them. In the template agreement, the other parties have to consent in writing to have someone else step in for another party.

14. CHOICE OF LAW

Explanation of Section:
The Choice of Law section states that the laws of Washington state will apply, which is appropriate since the collaboration is happening in Washington State. The term “Choice of Law” refers to the parties “choosing” which state laws will apply.

Things to Consider:
- If the collaboration is happening in another state, it would be wise to use that state’s law.
- If the collaboration is multi-state, then consult a lawyer to determine which state’s law is appropriate. There may be legal considerations like one state’s law may be more favorable than another depending on the needs of the collaboration.

15. DISPUTE RESOLUTION

Explanation of Section:
The Dispute Resolution section is where the parties agree to how they want to deal with conflicts or disagreements, called “Disputes” in the template agreement, that are relevant to the activities of the collaboration. There are many ways you can deal with disagreements. We describe three options below, and there is also the option not to have a “dispute resolution” provision. If you don’t have a dispute resolution provision, then the parties can use the legal court system to resolve the disagreement by “suing” or making a claim in court.

Before we get into all the options, it is important to understand what “Mediation” and “Arbitration” means. These are two mainstream, alternative ways of dealing with conflict that are outside of the court system and are less expensive than using the legal court system.

In general, the difference between “Mediation” and “Arbitration” is that the third party (“mediator” or “arbitrator”) does not make a decision in mediation, and does make a decision in arbitration.

Mediation
Mediation is designed for the neutral mediator to facilitate a back and forth between the parties, so they can come to a compromise and agreement on their own.

Arbitration
Arbitration is designed for a neutral arbitrator to hear from each of the parties, review relevant documents and evidence, and make a decision on resolution. The parties can agree to the binding or non-binding arbitration. It’s very important to be on the same page on whether the arbitration is binding because that means the arbitrator’s decision is final and cannot be challenged in or appealed to a court or judge.

For more information on Mediation and Arbitration see: https://www.nolo.com/legal-encyclopedia/mediation
The Collaboration Agreement Template provides three options. The collaboration can agree to any of these three or to not have a “Dispute Resolution” provision in the Agreement at all. If there isn’t a “Dispute Resolution” provision, the parties can use the court system if they want to enforce the Agreement or if there are costs that a party wants to recover.

The three options we included in the Collaboration Agreement Template are:

1. **Option 1:** Statement that the parties “may” agree to mediation and arbitration if a conflict/disagreement arises. This statement is intentionally vague to allow for the parties to determine what they want to do at the time of the disagreement. This option indicates that the parties have thought about dispute resolution at the time of signing the agreement, but have chosen to not require any particular action.

2. **Option 2:** Requiring Mediation and Arbitration. Under this option the parties are agreeing to first try mediation and if that doesn’t work to go to arbitration. Under this option, the parties should also agree to who will pay for the costs of mediation and arbitration and whether the arbitration will be binding or non-binding.

3. **Option 3:** Culturally Specific Alternatives. Under this option the parties can agree to any other type of dispute resolution processes that may be culturally appropriate to the collaboration. For example, there may be a dedicated advisor that the particular community of the collaboration will seek assistance from, or the parties may want to use a restorative justice circle or other approach to resolve conflict.

**Things to Consider:**

- As mentioned above conflict is natural and will occur in any relationship. The purpose of having a written agreement is to lay out clearly for everyone in the collaboration, what the roles, responsibilities and expectations are for the group. Since conflict is natural, having a Dispute Resolution provision in the agreement is a way to understand and be clear with each other about what will happen if the collaboration has a disagreement that has financial or reputational costs to the collaboration members. If there is no cost consequence to the disagreement, it is likely that the group can manage the conflict and move on without having to resort to the dispute resolution provision.

**16. ENTIRE AGREEMENT**

**Explanation of Section:**

The entire agreement provision states that with respect to the collaboration the written Community Collaboration Agreement includes all the agreements made between the parties. There are no other agreements other than this agreement between the parties with respect to this particular community collaboration. This is important because having other agreements between the parties of the collaboration in addition to the Community Collaboration Agreement would cause confusion, particularly if there are conflicting agreements.

**Things to Consider:**

- If you have other contracts, agreements or MOUs with any
of the parties or subset of the parties on other projects, make sure that there are no overlapping or contradictory provisions between your agreements.

17. SIGNATURE LINES

**Explanation of Section:**

- Authorized representatives must sign the agreement. Whoever signs the agreement must have authority to enter into contracts on behalf of the organization. Typically, it is the Executive Director or the Board President.
- There can be separate signature pages and staple them together or scan them together to create a complete document.
- You can use a docusign application to get electronic signatures.

18. STATEMENT OF WORK AND FISCAL SPONSOR EXHIBITS

**Explanation of Section:**

The Statement of Work is the part of the agreement that describes the actual tasks and responsibilities of the parties. The Statement of Work is really the heart of the Collaboration Agreement because it describes what the Collaboration is going to be doing, who will be doing what, and if it is important to have a timeline or schedule, it will also describe when tasks will be done. The Statement of Work is included as an “Exhibit” so it can easily be found and referred to as separate from the other template terms.

Because community collaborations often have a “Fiscal Sponsor” appointed to hold and manage the funds and finance, there is a separate Exhibit for the Statement of Work of the Fiscal Sponsor. If there is no “Fiscal Sponsor” you can delete this Exhibit.

Note that the “Roles and Responsibilities” and the “Term and Termination” sections of the Collaboration Agreement have general language and refer to these Statement of Work Exhibits to explain the details on these topics.

**Things to Consider:**

- The Statement of Work obligates the parties to do the tasks and responsibilities described in the Statement of Work. It is important that it includes a full description of the tasks and responsibilities of all the parties. This is the heart of the agreement and where the members of the collaboration should be clear and understand what everyone’s roles and responsibilities are.
- The Fiscal Sponsor plays an important role because the Fiscal Sponsor has the responsibility of meeting all legal compliance requirements for the collaboration. Make sure the Fiscal Sponsor has the ability to do the accounting and to meet all the legal compliance requirements for the project of the collaboration.
ADDITIONAL RESOURCES

Template
The Community Collaboration Agreement Template can be found on the Communities of Opportunity website:

Access the Community Collaboration Agreement Template

Video
This short (12 minute) video provides highlights of the written materials and additional insight on community collaborations from equity consultant Sarah Tran and Byrd Barr Place Chief Executive Officer Andrea Caupain Sanderson.

Watch the Community Collaboration Toolkit video

ABOUT THIS SERIES
This toolkit is a part of a series intended to support community-driven organizations and partnerships working to advance racial, economic, and health equity. The series was made possible through a collaboration between Communities of Opportunity and Communities Rise.

Other toolkits in this series:

HR and Equity Toolkit
Alternative Leadership Toolkit
ACKNOWLEDGEMENTS

We would like to acknowledge and thank the following people who shared their talents, time and heart to produce this Community Collaboration Toolkit.

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